

1 EDDIE R. JIMENEZ (SBN 10376)
2 ejimenez@aldridgepite.com
3 **ALDRIDGE PITE, LLP**
4 7220 South Cimarron Road, Suite 140
5 Las Vegas, NV 89113
6 Telephone: (858) 750-7600
7 Facsimile: (619) 590-1385

5 **Mailing Address:**
6 4375 Jutland Drive, Suite 200
7 P.O. Box 17933
8 San Diego, California 92177-0933

9
10 Attorneys for Shellpoint Mortgage Servicing

11 **UNITED STATES BANKRUPTCY COURT**

12 **DISTRICT OF NEVADA**

13 In re: MELANI SCHULTE and
14 WILLIAM SCHULTE,

15 2704 SATTLEY LLC,
16 HOT ENDEAVOR LLC,
17 1341 MINUET LLC,
18 1708 PLATO PICO LLC,
19 2228 WARM WALNUT LLC,
20 9425 VALLEY HILLS LLC,
21 9500 ASPEN GLOW LLC,
22 5218 MISTY MORNING LLC,
23 CHERISH LLC,
24 SABRECO Inc.,
25 KEEP SAFE LLC

26 Case No.: 09-29123-BAM

27 Chapter 11

Jointly Administered with:

09-27238-BAM
09-27909-BAM
09-27910-BAM
09-27911-BAM
09-27912-BAM
09-27913-BAM
09-27914-BAM
09-27916-BAM
09-28513-BAM
09-31584-BAM
09-31585-BAM

28 **DECLARATION OF SHELLPOINT
MORTGAGE SERVICING IN
SUPPORT OF RESPONSE TO
DEBTOR'S MOTION FOR CONTEMPT**

I, Daniela Banks, declare:

1. I am over 18 years of age and am authorized as a bankruptcy manager by
Shellpoint Mortgage Servicing ("Shellpoint") to make this declaration regarding the loan described
below (the "Subject Loan" or "Account"). If called to testify in this matter, I would testify under
oath as to the following:

1 2. In such capacity, I have access to the books and records regarding the Subject Loan,
 2 including the servicing records and copies of the applicable Subject Loan documents. I have
 3 personally reviewed these records as they relate to the Subject Loan and provide the herein
 4 testimony based on knowledge I have gained from the records.

5 3. I have personal knowledge regarding the manner in which these business records
 6 are created, kept, and maintained. The records, including computer records relating to the servicing
 7 of the Subject Loan, are made at or near the time of the occurrence of the matters set forth in such
 8 records, by a representative with knowledge of the acts or events recorded. Such records are
 9 obtained, kept, and maintained in the regular course of business. Shellpoint relies on such records
 10 in the ordinary course of its business. The testimony provided herein is based on the business
 11 records regarding the Subject Loan and the knowledge I have gained from my review of these
 12 business records.

13 4. According to the aforementioned books and records, the Subject Loan is evidenced
 14 by a promissory note executed by Melani Schulte (“Debtor”) in the principal sum of \$167,000.00
 15 (the “Note”). The Note reflects it was specially indorsed to THE BANK OF NEW YORK
 16 MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE
 17 CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2004-28CB,
 18 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-28CB (“Creditor”).

19 5. According to the aforementioned books and records, the Note is secured by a deed
 20 of trust (the “Deed of Trust”) encumbering the real property located at 1392 Echo Falls Ave, Las
 21 Vegas, NV 89123 (“Property”). The Deed of Trust was assigned to Creditor. The Note and Deed
 22 of Trust are correctly referenced as the “Subject Loan.”

23 6. Pursuant to the terms of the Deed of Trust, Debtor is required to maintain real
 24 property taxes and hazard insurance for the Property, and Shellpoint is entitled to pay
 25 taxes/insurance on the Debtor’s behalf and set up an escrow impound to seek recovery of any
 26 advances paid by Shellpoint.

27 7. On or about August 17, 2015, Shellpoint acquired servicing rights to the Subject
 28 Loan. Shellpoint is the authorized servicer of the Subject Loan on behalf of Creditor.

1 8. At the time of acquisition, the Subject Loan reflected a default.
 2 9. Shellpoint's system reflects the modification of the Subject Loan in the Debtor's
 3 Confirmed Plan. Specifically, Shellpoint's records reflected a secured claim of \$132,000.00
 4 amortized over thirty (30) years at 5.00% interest per annum with principal and interest payments
 5 of \$708.60 per month commencing April 1, 2011 and continuing until March 1, 2041. Shellpoint
 6 verified completion of system updates to reflect the terms of the Confirmed Plan and completed
 7 multiple audits to verify its compliance with the Confirmed Plan.

8 10. Following entry of the Confirmed Plan, Shellpoint advanced funds for taxes and/or
 9 insurance for the Property, resulting in an escrow impound on the Subject Loan.

10 11. The Subject Loan reflects a default based on the Debtor's failure to make all
 11 required Principal, Interest, and Escrow Payments under the Confirmed Plan and Subject Loan
 12 documents.

13 12. Statements or correspondence sent by Shellpoint to the Debtor following entry of
 14 the Confirmed Plan or Discharge Order were: (i) for informational purposes only based on the
 15 Debtor's default under the Confirmed Plan, (ii) not sent with an intention to collect a debt from
 16 the Debtor personally, but rather to enforce rights as to the Property; and/or (iii) sent to assist the
 17 Debtor with potential loss mitigation.

18 13. Monthly statements sent by Shellpoint to the Debtor reflected the terms of the
 19 Confirmed Plan, including the correct principal balance, interest rate (5.00%), and Principal and
 20 Interest Payment (\$708.60), and in some instances, an escrow payment for taxes/insurance
 21 advances made by Shellpoint on the Debtors' behalf.

22 14. As of May 11, 2021, the unpaid principal balance totals \$122,615.59.

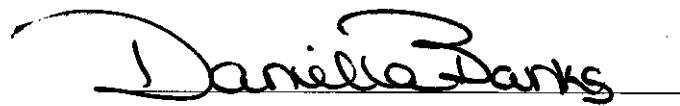
23 15. As of May 11, 2021, the past due payments on the Subject Loan total \$53,912.40,
 24 with a current due date of September 1, 2015. This amount excludes corporate advances, late fees,
 25 attorneys' fees, and other charge which may be contractually owed on the account.

26 16. Shellpoint did not willfully violate the terms of the Confirmation Order, Discharge
 27 Order, Bankruptcy Code, or any other Court order. Shellpoint did not act in bad faith and believes
 28 it is in compliance with the terms of the Debtor's Confirmed Plan. Shellpoint believes its actions

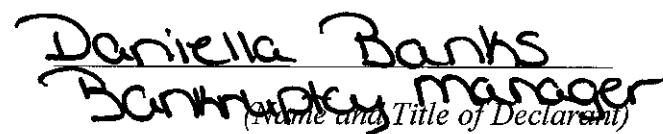
1 were reasonable given the Debtor's failure to make payments under the Confirmed Plan and
2 Subject Loan.

3 Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury under the
4 laws of the United States of America that the foregoing is true and correct

5 Executed this 10th day of May, 2021, at Greenville, SC.

6
7 
8

Signature of Declarant

9
10 
11 (Name and Title of Declarant)

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

